

RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

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ORGANIZATION OF RATE RESS

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

(Continued from Sheet No. 162)

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AVAILABILITY

This rate is available to any Retail Electric Supplier (RES) as defined in the Definitions part of this tariff.

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NATURE OF SERVICE

PURPOSE.

- * The purpose of this tariff is to define the circumstances when and the rates, terms, and conditions under which a RES may undertake obligations on behalf of retail customers taking service under Rate RCDS - Retail Customer Delivery Service (Rate RCDS) for which the RES is providing electric power and energy supply services.

RELATIONSHIP OF THE RETAIL CUSTOMER, RES, AND THE COMPANY.

The retail customer purchases delivery services from the Company under Rate RCDS and other applicable tariffs of the Company. RESs sell electric power and energy to the retail customer pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to such sale of electric power and energy to the retail customer taking service under Rate RCDS and shall not be bound by any term, condition, or provision of agreement for such sale. RESs are not agents of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.

Each retail customer for which a RES is providing electric power and energy supply services shall provide written authorization to such RES to provide electric power and energy to such retail customer.

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

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NATURE OF SERVICE (CONTINUED)**RELATIONSHIP OF THE RETAIL CUSTOMER, RES, AND THE COMPANY (CONTINUED).**

- * By taking delivery services from the Company and purchasing electric power and energy from a RES, a retail customer authorizes that RES, on the retail customer's behalf, to arrange for the procurement of that portion of delivery services consisting of transmission services and ancillary transmission services to be used by the retail customer, pursuant to the terms of this rate. The customer also authorizes the RES to act on its behalf as a Transmission Customer under applicable tariffs on file with the Federal Energy Regulatory Commission (FERC) in connection with such transactions. The RES, in the first instance, may be billed for certain delivery services taken and used by the retail customer (including transmission services and ancillary transmission services), and the RES agrees to pay such amounts in accordance with the terms of this rate, any other applicable rate on file with the Illinois Commerce Commission (ICC) or the FERC, applicable orders of the FERC and ICC, and any contract between the Company and the RES. The obligation of the RES to pay sums billed to it shall not affect the obligation of the customer to pay for all delivery services it takes and uses, including those billed in the first instance to the RES in the event that the RES does not timely remit payment on the customer's behalf. Such charges may be calculated pursuant to the provisions of Rider TS – Transmission Services (Rider TS) or pursuant to an applicable tariff on file with the FERC.

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DEFINITIONS**Alternative Retail Electric Supplier (ARES)**

ARES means the same as "Alternative Retail Electric Supplier" as defined in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102).

Company

Company means Commonwealth Edison Company.

Customer

Customer or retail customer means the same as "retail customer" as defined in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102).

FERC

FERC means Federal Energy Regulatory Commission.

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DEFINITIONS (CONTINUED)

ICC

ICC means Illinois Commerce Commission.

Retail Electric Supplier (RES)

RES means either: (i) an Alternative Retail Electric Supplier (ARES) certified by the ICC pursuant to the Public Utilities Act, meeting all obligations of ARESs under the Public Utilities Act and applicable regulations, and authorized to provide electric power and energy supply services in the Company's service territory; or (ii) an Illinois electric utility as defined in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102) meeting all obligations provided in Section 16-115A and 16-116 of the Public Utilities Act (220 ILCS 5/16-115A, 220 ILCS 5/16-116), other than the Company.

Transmission Facilities Located in the Company's Service Territory

Transmission facilities located in the Company's service territory means transmission facilities located in whole or in part within the Company's service territory and owned or operated (i) by the Company and/or (ii) by a regional transmission organization of which the Company is, or was on such organization's initial operational date, a transmission owner member.

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APPLICATION FOR AND COMMENCEMENT OF SERVICES**PREREQUISITES FOR SERVICE.**

Before commencing service hereunder, a RES shall comply with the following prerequisites for service. Such RES shall:

- (1) demonstrate that it has the ability to meet all the continuing obligations described in the Continuing Obligations section of this tariff;
- (2) be up to date in all payments to the Company for any previous services provided;
- (3) demonstrate through the successful completion of the Company's testing program, the ability to electronically transmit Direct Access Service Requests (DASRs) to the Company, electronically receive metering data from the Company, and electronically send and receive any other applicable information transmissions to and from the Company;
- * (4) for a RES providing electric power and energy supply from a generator that is owned or operated by the RES and is connected to the Company's distribution facilities or the transmission facilities located in the Company's service territory, enter into any applicable Interconnection Agreements; and
- (5) execute a contract with the Company for service hereunder.

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RATES AND CHARGES**CHARGES.**

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Transmission Services and Ancillary Transmission Services Charges

A RES that is procuring transmission services and ancillary transmission services on behalf of retail customers of the Company shall procure and pay for such transmission services and ancillary transmission services taken pursuant to this Schedule of Rates on an aggregated basis at the same rates and subject to the same terms, conditions, and limitations provided in the applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory.

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RATES AND CHARGES (CONTINUED)**CHARGES (CONTINUED).**

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Transmission Services and Ancillary Transmission Services Charges (Continued)

A RES providing electric power and energy supply from a generator that is owned or operated by the RES and is connected to the Company's distribution facilities or transmission facilities located in the Company's service territory in a manner that utilizes ancillary transmission services but does not otherwise require a transaction under an applicable tariff on file with the FERC, shall obtain and pay for ancillary transmission services hereunder at the same rates and subject to the same terms, conditions, and limitations provided such applicable tariff on file with the FERC governing the provision of ancillary transmission services over the transmission facilities located in the Company's service territory.

Meter Charges

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If the Company is requested by the RES served hereunder to provide metering equipment different from or in excess of a standard metering installation as described in the Company-Provided Metering Service subsection of the Metering Facilities section of the Metering part of Rate RCDS for any of the retail customers for which the RES is providing electric power and energy supply services delivered under Rate RCDS, such metering equipment will be provided by the Company to the RES in accordance with the provisions of the Company's Rider 6 - Optional or Non-Standard Facilities (Rider 6) and Rider 7 - Meter Lease (Rider 7). If the RES subsequently requests that such additional or different metering be removed, such RES will be charged for the removal of such metering equipment in accordance with the provisions of the Company's Rider 6 and Rider 7. In making any of the aforementioned requests with respect to metering, the RES warrants to the Company that it is making such request in accordance with the full knowledge and approval of the affected retail customer.

Late Payment Charge

The late payment charge provided for in the Terms and Conditions of this Schedule of Rates shall be applicable to all charges under this rate.

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METERING

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METERING FACILITIES.

Except as provided in the Alternative Metering Service subsection of the Metering Facilities section of the Metering part of Rate RCDS, the Company will furnish, install, read, maintain, and own meters and associated equipment, as provided in the Company-Provided Metering Service subsection of the Metering Facilities section of the Metering part of Rate RCDS, at retail customer premises for which the RES is providing electric power and energy supply services delivered to such retail customers under Rate RCDS.

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(Continued from Sheet No. 167)

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METERING (CONTINUED)

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METERING FACILITIES (CONTINUED).

If the RES, pursuant to an agreement with a retail customer for which it is providing electric power and energy, adds metering on such retail customer's load side of the metering installations provided at such retail customer's premises pursuant to Rate RCDS, such additional metering shall not interfere with the Company's or the Metering Service Provider's (MSP's) ability, as applicable, to meter such retail customer as required under this tariff, Rate RCDS, and Rate MSPS – Metering Service Provider Service (Rate MSPS).

MEASUREMENT OF DEMAND AND ENERGY DELIVERED FOR PURPOSES OF SETTLEMENT.

Where there are two or more watt-hour metering installations on the retail customer's premises, the kilowatt-hours delivered shall be determined by adding together the kilowatt-hours metered at each installation.

Where two or more electronic recording metering installations are provided at a retail customer's premises, the demand in any 60-minute period shall be determined by adding together the separate demands at each metering installation during such 60-minute period.

Where two or more metering installations are provided at a retail customer's premises and electronic recording metering installations are provided at one or more but not all the metering installations, the demand in any 60-minute period shall be determined by adding together the separate demands at each electronic recording metering installation during such 60-minute period and the separate demands at each of the other metering installations during such 60-minute period that have been statistically derived utilizing the load profile applicable to the retail customer, as such profile may be adjusted or modified pursuant to the Company's standard methodology for determination of load profiles, and the kilowatt-hours delivered in the monthly billing period.

Where there is no electronic recording metering installation on a retail customer's premises, the demand for each 60-minute period shall be statistically derived utilizing the load profile applicable to the retail customer, as such profile may be adjusted or modified pursuant to the Company's standard methodology for determination of load profiles, and the kilowatt-hours delivered in the monthly billing period.

Where there is no metering installation on a retail customer's premises, the demand for each 60-minute period shall be statistically derived utilizing the load profile applicable to the retail customer, as such profile may be adjusted or modified pursuant to the Company's standard methodology for determination of load profiles, and the kilowatt-hours imputed from the connected load and the number of hours the load is served in the monthly billing period.

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(Continued from Sheet No. 168)

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METERING (CONTINUED)

COMMUNICATION OF DEMAND AND ENERGY INFORMATION TO THE RES.

Demand and energy information measured at each retail customer's premises shall be electronically transmitted to the RES by the end of the day after such retail customer's demand and energy information is determined for the monthly billing period.

Demand and energy information for each retail customer shall be electronically transmitted to the RES on a meter by meter basis for only those meters that measure electric power and energy supplied by the RES.

All demand and energy information to be supplied to the RES shall be transmitted electronically by the Company to the RES via the Company's standard communication protocols.

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BILLING, PAYMENT, AND REMITTANCE

Payment of bills by a RES for services provided hereunder shall be made in accordance with the Payment of Bills section in the Terms and Conditions of this Schedule of Rates.

Under no circumstances will the Company be obligated to collect unpaid balances, take credit action, or disconnect delivery service to a retail customer that owes monies to a RES and not the Company.

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ELECTRONIC DATA EXCHANGE

Electronic exchange of data between the Company and the RES taking service hereunder shall be performed in accordance with the Company's standard practices, procedures, and systems employed for such exchanges.

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LOAD PROFILING

Load profiling shall be performed in accordance with the Company's standard practices, procedures, and systems employed for such profiling.

A load profile illustrates the hourly electricity usage over a given period of time for a group of customers sharing common characteristics. The Company provides two types of load profiles: (1) generic load profiles consisting of average hourly electricity usage for a typical weekday, a typical weekend day, and a typical peak day for each of the most recent 12 months for a particular customer class, and (2) settlement load profiles for retail customers without interval metering. Settlement load profiles are generated using defined and disclosed algorithms for each season and customer class. Such algorithms may be used by the RES to forecast loads for scheduling purposes. Settlement load profiles are used for the settlement of energy imbalances.

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

(Continued from Sheet No. 169)

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TECHNICAL AND OPERATIONAL REQUIREMENTS**CONTINUING OBLIGATIONS.**

After commencing service hereunder, a RES shall comply with the following continuing obligations. Such RES shall:

- (1) procure the electric power and energy supply services required to provide the electric power and energy it sells under contractual arrangements to retail customers located in the Company's service territory which is delivered pursuant to Rate RCDS;
- * (2) procure transmission services and ancillary transmission services under the same rates, terms, and conditions of applicable tariffs on file with the FERC;
- * (3) for a RES providing electric power and energy supply services from a generator that is owned or operated by the RES and is connected to the Company's distribution facilities or transmission facilities located in the Company's service territory, abide by all the terms and conditions of any applicable Interconnection Agreement;
- (4) abide by all the terms and conditions of its RES contract with the Company;
- * (5) meet all the obligations described in the Technical and Operational Requirements, Scheduling, and System Losses sections of this Technical and Operational Requirements part;
- (6) maintain the ability, as demonstrated through the successful completion of the Company's testing program, to electronically transmit DASRs to the Company, electronically receive metering data from the Company, and electronically send and receive any other applicable information transmissions to and from the Company; and
- * (7) keep each DASR and written authorization for each retail customer located in the Company's service territory for which it is providing electric power and energy supply services on file for a period of no less than two years after the date of submission of the DASR. The RES warrants to the Company that such DASR is authorized by the retail customer and that the RES is the retail customer's provider of electric power and energy supply services.

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

(Continued from Sheet No. 170)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)****TECHNICAL AND OPERATIONAL REQUIREMENTS.**

A RES served hereunder shall comply, on behalf of retail customers served under Rate RCDS for which the RES is providing electric power and energy supply services, with all applicable federal, state, regional, and industry rules, policies, practices, procedures, and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the interconnected electric transmission system (including the rules and operating guidelines and procedures of the regional or national electric reliability councils or organizations and their successors for the Company's service territory and the Open Access Same-time Information System (OASIS) reservation process).

A RES served hereunder shall maintain a technical staff on duty or on call twenty-four (24) hours each day to operate and maintain use of the interconnected electric transmission system. Such staff shall have two years of demonstrated electric sales and two years operational experience and shall provide, or has arranged to provide, a scheduling facility with 24-hour staffed operation for coordination with control centers of scheduling changes, reserve implementation, curtailment orders, and interruption plan implementation. The RES shall provide to the Company and maintain a telephone number, fax number, and address where its staff can be directly reached at all times. Maintenance of an answering service or machine, pager, or similar message-taking procedure does not satisfy this requirement.

SCHEDULING.

* A RES taking service hereunder shall schedule the delivery of electric power and energy, on an aggregated basis, on behalf of those retail customers to which it is supplying electric power and energy. Such RES must provide good faith schedules for the transmission of the electric power and energy it is procuring for retail customers located in the Company's service territory subject to the terms, conditions, and limitations provided in the applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory.

A good faith schedule must, at a minimum:

- (1) be based on an objectively reasonable belief that the electric power and energy to be scheduled is available to the scheduler;

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

(Continued from Sheet No. 171)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)****SCHEDULING (CONTINUED).**

- (2) be based on an objectively reasonable belief that the amount of electric power and energy scheduled is sufficient to meet the scheduler's load; and
- (3) be formed from information reasonably available to the scheduler and from using accepted methods designed to minimize scheduling errors.

Without limiting the foregoing, failure to submit a schedule shall be deemed to be not scheduling in good faith.

A RES scheduling the delivery of the electric power and energy it is procuring for retail customers is responsible for forecasting and scheduling the load of such retail customers, and the Company has no obligation to make any such forecasts or schedules for such RES or retail customers.

*** SYSTEM LOSSES.**

The RES has the obligation on behalf of each retail customer for which it is providing electric power and energy supply services to provide for losses on the Company's distribution system associated with the delivery of electricity to such retail customer located in the Company's service territory, on an individual retail customer basis. The amount of electricity that must be supplied by the RES for each such retail customer shall be determined in accordance with the calculation and distribution loss factors provided in the System Losses section of the Technical and Operational Requirements part of Rate RCDS.

The obligation to provide for losses on the Company's distribution system is in addition to the obligation of the RES to provide for transmission losses in accordance with the rates, terms, conditions, and limitations provided in the applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory.

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

(Continued from Sheet No. 172)

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SWITCHING AND TERMINATION**RETAIL CUSTOMER SWITCHES.**

The RES will reasonably cooperate with the Company as necessary to ensure that all metering required for the provision of delivery services is installed and in operating condition for each retail customer for which the RES is to provide electric power and energy supply services prior to the date that the RES commences to provide such retail customer with such supply services.

- * The RES will electronically submit to the Company a separate DASR for each retail customer account for which it is to provide electric power and energy supply services in accordance with the provisions of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Service part of Rate RCDS. The RES warrants to the Company that it will expend its best efforts to submit DASRs only for retail customers eligible for Rate RCDS.
- * Any drop DASR submitted to the Company by a RES taking service hereunder for any retail customer for which the RES has been providing electric power and energy supply services must be submitted in accordance with the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Service part of Rate RCDS.

To the extent that the Company receives properly submitted DASRs and acts in accordance with such DASRs, the Company shall not be liable for any conflict such actions may cause between RESs and retail customers.

TERM OF CONTRACT AND TERMINATION PROVISIONS.

For a RES first receiving service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of contract between the Company and the RES shall be twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract shall be automatically renewed for a period of twelve (12) months.

- * The RES shall have the right to terminate its contract and discontinue service hereunder and all other services from the Company at any time on no less than sixty (60) days' written notice to the Company, provided, however, that in the event of such termination, all amounts due the Company shall be timely paid, and such RES shall submit a drop DASR for each of the retail customers for which it has heretofore been providing electric power and energy supply services in accordance with the Company's standard procedures for DASR submissions. The drop DASR for each such retail customer is to be submitted in accordance with the provisions of the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Service part of Rate RCDS. Submissions of drop DASRs are to be made only after the RES notifies the retail customers of its intention to terminate service hereunder.

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

(Continued from Sheet No. 172.1)

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SWITCHING AND TERMINATION (CONTINUED)**TERM OF CONTRACT AND TERMINATION PROVISIONS.**

In no event shall a RES be allowed to elect to terminate service hereunder if it continues to provide electric power and energy supply services to any retail customer located in the Company's service territory, and any attempt by the RES to terminate service hereunder under such circumstances will be ineffective.

- * The Company shall have the right to immediately and without prior notice discontinue service hereunder if: (i) the RES fails to maintain its status as a certified ARES or electric utility (or has such status suspended); or (ii) the RES fails to maintain its status as a Transmission Customer under the applicable tariffs on file with the FERC governing the use of transmission services and ancillary transmission services in connection with transactions within the Company's service territory.
- * In addition, the Company shall have the right to discontinue service hereunder if the RES fails to perform any of the following obligations, and such failure continues for a period of forty-eight (48) hours after the RES is sent written notice by the Company of such failure: (i) failure to submit good faith schedules for the transmission of the electric power and energy to retail customers located in the Company's service territory, as defined herein; (ii) for a RES that owns or operates a generator that is directly connected to the Company's distribution system or transmission facilities located in the Company's service territory, failure to abide by all the terms and conditions of any applicable Interconnection Agreement; or (iii) violation of any term or condition of its RES contract with the Company for which termination is authorized on forty-eight (48) hours' notice.
- * In addition, the Company shall have the right to discontinue service hereunder if the RES fails to abide by any rate, term, or condition of applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory, on the same terms and within the same period of time as is provided in such FERC tariff or allowed by the FERC.

In addition, the Company shall have the right to discontinue service hereunder if the RES fails to abide by any other obligation, term, or condition of this rate or other applicable rate on file with the ICC, or any other provision of its RES contract with the Company, and such failure continues for a period of fourteen (14) days after the RES is sent written notice by the Company of such failure.

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

(Continued from Sheet No. 172.2)

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SWITCHING AND TERMINATION (CONTINUED)

TERM OF CONTRACT AND TERMINATION PROVISIONS (CONTINUED).

- * The Company's rights to discontinue service pursuant to the preceding paragraphs in this section are in addition to such other rights as the Company has under applicable rules, regulations, and practices relating to the reliability and security of electric power facilities and the health, welfare, and safety of the Company or RES personnel or the public.

If the Company terminates service hereunder to the RES due to the RES's failure to meet any of the aforementioned material obligations, the Company will notify such RES's retail customers in the Company's service territory that such RES is no longer providing electric power and energy supply services in the Company's service territory.

In the event that service is discontinued hereunder, any retail customers purchasing electric power and energy from the RES to which service is discontinued shall, as of the time of the discontinuance of service to the RES, be placed on Rider ISS – Interim Supply Service (Rider ISS) or provided with electric power and energy by another RES as provided in Rate RCDS.

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DISPUTE RESOLUTION

Disputes between the Company and a RES and/or a retail customer that involve the performance, breach, or alleged breach of any obligation under this rate, or under any rider applicable to this rate, or under any contract entered into under this rate or applicable rider, may be resolved through applicable alternative dispute resolution procedures as provided in the Company's Alternative Dispute Resolution Procedures, copies of which are maintained by the Company in its public files and which are available for inspection at the Company's business offices that are designated as bill payment centers.

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

(Continued from Sheet No. 172.3)

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MISCELLANEOUS GENERAL PROVISIONS

In the event the Company cannot deliver the RES's electric power and energy supply services to the retail customers served by such RES due to an event in which the combined requirements of all transmission services commitments exceed the available transfer capability of the transmission system, transmission services will be curtailed in accordance with applicable curtailment procedures.

In the event that the RES fails to interrupt or curtail the demand of the customers to which it is supplying electric power and energy or increase its supply of electric power and energy in conformance with a directive by the Company in a situation where the RES's load exceeds its supply and there is a shortage of capacity to serve the demand for electricity within the Company's service territory, the RES shall reimburse the Company for the costs which the Company incurs by reason of the RES's failure.

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Retail customers may experience service interruptions due to outages on the Company's distribution system or the transmission facilities located in the Company's service territory. The Company may provide certain information about outages to RESs and others. It is the responsibility of each RES to verify whether the retail customers for which such RES is providing electric power and energy supply services are or are not actually receiving electric power and energy, and to adjust its schedules accordingly. Under no circumstances will the Company be responsible for identifying individual retail customers experiencing service interruptions or for adjusting any RES's schedules in accordance with such outages in the Company's service territory.

The Company shall not be liable for any act, omission, promise, or representation of any RES that takes service hereunder or that provides or promises or represents that it will provide electric power and energy supply services in the Company's service territory. The Company shall not be liable to any retail customer for any damages caused by any equipment installed, operated, or maintained by any entity other than the Company.

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RATE RESS – RETAIL ELECTRIC SUPPLIER SERVICE

(Continued from Sheet No. 172.4)

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MISCELLANEOUS GENERAL PROVISIONS (CONTINUED)

A RES may employ a qualified agent to arrange for transmission services and ancillary transmission services in the RES's name and on behalf of the RES and its customers, insofar as permitted under applicable tariffs on file with the FERC. The RES shall notify the Company in writing of the identity of the agent at least three (3) business days prior to the agent arranging for transmission services on behalf of the RES. The agent shall submit separate schedules in the name of the RES and/or the RES's customers, and shall not take any action that would cause the RES to be in violation of this rate, any other applicable tariff on file with the ICC or the FERC, or any contract between the Company and the RES. The RES shall be responsible for each act of the agent taken in its name, regardless of whether that act was authorized by the RES. Employing an agent shall not relieve the RES of any obligation under this rate or any other applicable tariff or contract.

The Schedule of which this rate is a part includes general Terms and Conditions and other rates and riders. Service hereunder is subject to these Terms and Conditions and applicable rates and riders. The RES shall abide by the provisions of any applicable tariffs or contracts with the Company under which the Company provides the RES with services.